



## INDIAN INSTITUTE OF MANAGEMENT INDORE

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### E-Tender Notice

**IIMI/Project/3/2024/155 File No. 502**

### **TENDER DOCUMENT**

#### **TECHNO COMMERCIAL PROPOSAL**

**Name of work:**

**“Providing & setting up of convocation venue -stage and other facilities in open air for the 25th Convocation at IIM Indore campus.”**

BID ISSUE DATE	February 06, 2024
FORM OF TENDER	Item Rate Tender
LAST DATE OF BID SUBMISSION	February 26, 2024 up to 03.00 PM
DATE OF TECHNICAL BID OPENING	February 27, 2024 up to 03.30 PM

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**Indian Institute of Management Indore**  
**Detailed Notice Inviting Tender**

**ई - निविदा आमंत्रण सूचना NOTICE INVITING E-TENDER**

सन्दर्भ ई-टेंडर नोटिस न. IIMI/Project/3/2024/155 File No. 502

**Ref: E-Tender Notice No. IIMI/Project/3/2024/155 File No. 502**

आईआईएम इंदौर निविदा दस्तावेज में उल्लिखित पात्रता मानदंड के अनुसार पात्र बोलीदाताओं से आईआईएम इंदौर में लिखित कार्य के लिए ई-प्रोक्योरमेंट पोर्टल <https://eprocure.gov.in/eprocure/app> के माध्यम से ऑनलाइन आइटम दर निविदा आमंत्रित करता है। विवरण नीचे दिया गया है:

**IIM Indore invites online item rate tender through e-procurement portal i.e. <https://eprocure.gov.in/eprocure/app> the under mentioned work at IIM Indore from the bidders eligible as per the eligibility criteria mentioned in the tender document. The details are given below:**

**Part “A” : NIT Details**

1	NIT No.	<b>IIMI/Project/3/2024/155 File No. 502</b>
2	About the Institute	IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials (in case of any brand or its equivalent specified, sample have to approved in advance ).
3	Name of Work	Providing & setting up of convocation venue -stage and other facilities in open air for the 25th Convocation at IIM Indore campus

4	Earnest Money Deposit -cum- Performance guarantee (in Rs.)	Rs. 1,78,436/- by e-payment through electronic mode which will be returned after the completion of event.
5	Date of Completion of setup & Penalty	<p>1 day prior to day of convocation/ Pre convocation ceremony. e.g. Suppose if convocation is scheduled for 30-31 March, then the setup must be ready on March 29, 2024, at 1.00 P.M. (Note: Actual date of convocation will be mentioned in work order/LOC. Tentatively the date would be in the last week of March 2024)</p> <p>If the setting up isn't completed in all respect by the aforesaid date &amp; time, then a penalty at the rate of Rs. 5000/- per hour delay will be levied.</p>
6	Mode of submission of tender	<b>On-Line mode, through CPPP only</b>
7	Pre-Bid Meeting	<p>February 14<sup>th</sup>, 2024 at 3:00 PM <b>Address of Pre-bid:</b> Conference room, 2<sup>nd</sup> floor Administrative Block at IIM Indore. (You have to request for entry permission in advance through email on <a href="mailto:projectdept@iimidr.ac.in">projectdept@iimidr.ac.in</a> on or before February 13<sup>th</sup>, 2024)</p>
8	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD details/receipts and other documents as specified	<b>Upto February 26, 2024 up to 03.00 PM</b>
9	Date & Time of online opening of technical bid	<b>February 27, 2024 up to 03.30 PM</b> in the Project Department, Administrative Block, IIM Indore M.P. -453556
10	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date
11	Technical Qualifying Criteria	Apart from other Eligibility Criteria And Other terms & Conditions enlisted under Part "C" of this tender the bidder should possess the experience of carrying out minimum One similar completed work of aggregate cost not less than Rs. 20.40 lakh value.

12	Past Performance In IIM Indore	The bidder who had worked for IIM Indore, the minimum performance rating for the work carried out in IIMI should at least be “Good” or else he will be technically disqualified.
13.	Method of Selection of Bidder	Quality and Cost Based Selection
14	Insurance	The successful bidder will have to take the suitable insurance on the name of IIM Indore for the entire setup having value not less than the awarded cost and the same to be submitted to the department 1 day prior to day of convocation i.e. by the date / time of completion of setup for further course of action failing which a L.S. of Rs.25,000 /- will be levied as a penalty.
15	Special condition	<ol style="list-style-type: none"> <li>1. If any power failure / sound failure happens even for a moment due to failure of DG or UPS or due to insufficient diesel/operator or for the reason not mentioned here in, then a penalty of Rs. 25000/- would be levied and if the failure prolonged beyond a minute then the competent authority of IIM Indore will fix a penalty deemed fit to them &amp; the same would be binding on the contractor.</li> <li>2. Event can take place at any time during day or night (even upto mid night also) the agency shall have to make all the arrangements as specified in the tender along with the requisite manpower for making it fully functional and as per the need of the institute etc. all complete job and as per the direction of Engineer-in-Charge.</li> <li>3. If the successful bidder after award doesn't start installation/ delivery one week prior to day of convocation or as per the date given in the Work order, the EMD cum PG shall be forfeited without any further notice.</li> <li>4. Exposed cup lock scaffolding should either be painted with white enamel paint or it should be wrapped with white cloth properly in order to ensure aesthetics.</li> </ol>

## **Part “B”: Guidelines for Online Bid Submission Through CPPP**

B.1 It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safescrypt, GNFC etc.

B.2 Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimidr.ac.in/tenders/> . Schedule of quantities (Financial bid form) can be downloaded only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.

B.3 The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.

B.4 The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal <https://eprocure.gov.in/eprocure/app>.

B.5 Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.

B.6 Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.

B.7 Information and Instructions for bidders posted on website shall form part of bid document.

B.8 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.

B.9 Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the [www.eprocure.gov.in](http://www.eprocure.gov.in) site itself.

B.10 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

B.11 Contractor can upload documents in the form of JPG format and PDF format.

B.12 The price bid format is provided in a spread sheet file like BoQ\_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

B.13 Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO) although the item have to be executed as per scope of contract.

B.14 The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

B.15 Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

B.16 If there are any clarifications, this may be obtained online through the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

B.17 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

B.18 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

B.19 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.

B.20 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

#### **1. Mode of payment for submission of EMD cum Performance Guarantee:**

Bidders may deposit the EMD cum Performance Guarantee through NEFT or RTGS. Details for the same are as below:

Name of beneficiary	: Indian Institute of Management Indore
Address	: Rau-Pithampur Road, Indore -453556, M.P.

Account No. : 53018623445  
Name of the Bank : State Bank of India  
Address of the bank : IIM Indore Campus  
IFSC Code : SBIN0030525

Bidders will have to upload scanned copy of Payment details towards cost of EMD cum performance guarantee during the submission of tender and the same will be accepted only on verification & confirmation by our Finance & Accounts Department. Any delay in credit will not be entertained by the Institute.



## **Part “C”: Eligibility Criteria, Evaluation, Selection of Contractor & Other terms & Conditions**

### **a. Minimum Eligibility Criteria:**

Prospective bidder should have the following for making oneself eligible for participation in the bidding process (Joint Ventures Are Not Allowed):

1. **Work Experience:** One similar completed work of aggregate cost not less than Rs. 20.40 lakh. The experience of having successfully completed works during the last five years ending previous day of last date of submission of tenders.

**Similar work means “Setting up of pandal work”.**

**Note:** The completion certificate issued from clients should indicate the date of commencement, period of completion- stipulated & actual, awarded cost & cost at completion, quality of work done, reason for delay (if any) etc.

2. **Turnover:** Average annual financial turnover should be at least **Rs. 12,74,541 /- (Rupees Twelve Lakh Seventy Four Thousand Five Hundred Forty One Only)** during last three consecutive financial years i.e. FY 2020-21, 2021-22, 2022-23. (scanned copy of original certificate from CA having UDIN Number to be uploaded)
3. **Profit/loss :** The bidder should not have incurred any loss (before tax) in more than two years during last five consecutive P&L accounts, duly audited & certified by Chartered Accountant should be submitted in this regard.
4. **Solvency Certificate:** Solvency of the amount should be at least **Rs. 10,19,633/- (Rupees Ten Lakh Nineteen Thousand Six Hundred and Thirty Three Only)** from scheduled commercial bank. (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period)
5. **Certificates:** (scanned copy of original certificates to be uploaded)
  - 5.1 PAN (Permanent Account Number)
  - 5.2 GST Registration Certificate (in Active status)
  - 5.3 E-payment details towards EMD cum PG.
6. **Past performance in IIM Indore:** The bidder who had worked for IIM Indore, the minimum performance rating for the work carried out in IIMI should at least be “Good” or else he/she will be technically disqualified.

**Important Note:** Bidder who do not submit the presentation, they will be technically disqualified.

**b. OVERALL EVALUATION PROCESS & SELECTION OF CONTRACTOR:**

Bidding Process will be a two-bid system which comprises of technical bid and financial bid. Further the technical bid will be subdivided into two stages namely technical bid stage-1 and technical bid stage-2. The ratio of weightages for cost (financial) and technical score will be 70:30 (Seventy: Thirty).

The Method of selection will be Quality and Cost Based Selection (QCBS). As is said earlier the technical bid will be evaluated in two stages, stage-1 will be based on minimum eligibility criteria required in respect of bidder's work experience & credentials whereas technical bid stage - 2 would be based on bidder's organizational structure, staffing, production capacity, quality assurance mechanism in place & local establishment and the same will be evaluated through the presentation submitted by bidder. After that the financial bid will be opened for the qualified bidders of the respective stage only. The weightage would be as follows.

i. Technical Bid

- Stage-1 (Bidder's work experience/ credentials) viz. minimum eligibility based on the criteria given at page 09 of 42 of NIT Document. For this no marks will be allocated towards final evaluation but this will be considered as mandatory for making oneself eligible to participate in the subsequent bidding process.
- Stage-2 (Comprising of bidder's experience, quality assurance certification, ownership of assets & local establishment) : Weightage 30% (based on presentation)

ii. Financial Bid (i.e. cost) =70%

The bidder scoring the highest marks after final evaluation i.e. combined/ composite will be considered for selection of a contractor after due negotiation of cost, if required.

**Note:**

**The broad methodology brief is as follows:**

“Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the contractor shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 and so on. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.”

iii. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

#### **Details of marking & evaluation methodology:**

##### **TECHNICAL BID (STAGE-1)**

The bidder will be shortlisted based on minimum eligibility criteria given at page 09 of 47 of NIT Document. For this no marks will be allocated towards final evaluation but this will be considered as mandatory for participation in the subsequent bidding process.

##### **Technical bid (STAGE-2)**

All those bidders who gets qualified in the Evaluation of Technical Bid (stage-1) will be eligible to participate in stage-2. The evaluation in this stage shall be based on presentation submitted by the bidder. The presentation shall be comprising of bidder's organizational structure, staffing, quality assurance mechanism in place & local establishment for which weightage to be given as 30% towards final evaluation.

The evaluation committee may call the bidders for making presentation, if required. If called, the bidder shall have to arrange his/ her own logistics for participation and the financial implication also need to be borne by them only. The evaluation committee may undertake visits for verification.

The marking shall depend on submitted presentation, presentation before the Committee constituted for the purpose (If applicable) and verification (If applicable).

Parameter wise marking system is as under:

Sl. No.	Criteria		Maximum Marks
i)	Presentation	Agency having single work experience in setting up of convocation venue with minimum value Rs. 25.49 lakh	05
		Having IIM Indore's work experience certificate with minimum 'Good' remark	05
		Ownership of min. 132 nos. single seater sofas & 2800 nos. good quality cushion chairs	05
		ISO Certification for Event Management Services	05
ii)	Local office / factory	Office located in Indore district or Pithampur	10
<b>Total Marks</b>			<b>30</b>

**Important Note:** Bidder who does not submit the presentation, they will be technically disqualified.

**Financial bid:** The weightage of marks scored in the financial bid shall contribute 70% towards the final evaluation.

**c. Other terms & Conditions:**

1. The bid submitted shall become invalid and the Earnest Money Deposit -cum-Performance guarantee shall not be refunded if:
  - (i) If the bidder is found ineligible.
  - (ii) IF THE DOCUMENTS SUBMITTED BY THE SUCCESSFUL BIDDER DOES NOT match the originals before the award of work.
2. However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the “ Chief Officer Engineering, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
3. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited the Earnest Money Deposit -cum-Performance guarantee and other documents scanned and uploaded are found in order.
4. Information and Instructions for bidders posted on website shall form part of bid document.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website.
6. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
7. The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
8. Completed Tenders containing technical bid and price bid will be received ONLINE only through CPP Portal website at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
9. The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
10. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
11. The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
12. *The bid for the works shall remain open for acceptance for a period of ninety (90) days.* If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the

- terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money cum performance guarantee as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
13. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 days from the stipulated date of start of the work, sign the contract consisting of:-
    - i) The Notice Inviting Bid, corrigendum, all the documents including additional conditions, specifications, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
    - ii) Any other Standard C.P.W.D. Form / other forms as applicable/mentioned.
  14. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should consider the corrigendum published before submitting the bids online.
  15. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
  16. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
  17. **The price bid format is provided in a spread sheet file like BoQ\_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.**
  18. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
  19. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
  20. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
  21. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

22. Short listing of the agencies shall be subject to through verification of their credentials and inspection of works carried out by them, through a Technical Evaluation committee of experts, constituted by IIM Indore.
23. **TAXES :**
- i) Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
  - ii) The quote should exclude the GST and inclusive of all other taxes applicable for the subject work. GST will be paid extra as applicable.
  - iii) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
  - iv) Any other taxes/cess as per government directives shall be deducted from bill paid to the contractor from time to time.
24. Overhead Charges: The quoted price (final offer) must be F.O.R. - IIM Indore, Indore including all overheads such as Packing, Forwarding, Loading/Unloading, Transporting, Postage/Courier, Octroi, Freight, Insurance etc.
25. Additional Charges if any, for Installation, Packing-Unpacking, Loading/Unloading, erection, Commissioning, Inspection, Certification, Extended Warranty any other charge(s) must be included in the quoted amount.
26. Liquidated Damages: As Time is the essence of this contract, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part will not be accepted and penalty for late delivery will be imposed @ 10% of the total value of order & beyond 10% subject to approval of Director IIMI. In case of delay in Installation, commission, dismantling, Inspection, Certification etc also the same rate of penalty shall be leviable.
27. Cancellation: IIM- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
28. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
29. IIM Indore reserves the right to fix / change the date of convocation / Pre convocation and the bidder / contractor has to adhere to the same. No claim whatsoever shall be entertained in this regard.
30. For any dispute, the place of jurisdiction shall be Indore, M.P., India only & decision of Director, IIM Indore will be final.

## **Part “D”: List of Documents to be scanned and uploaded**

**While submitting bid, the following documents are to be uploaded:**

### **For Cover-1:**

- i) E-payment details towards the Earnest Money Deposit -cum-Performance guarantee
- ii) NIT Document duly signed & sealed on each page to be scan and uploaded.
- iii) Certificates of Work Experience: Experience of having successfully completed work during the last 5 years ending previous day before the last date of submission.
- iv) Copy of CA certificate having UDIN number for annual financial turnover to be uploaded.
- v) Audited copy of profit & loss account.
- vi) Copy of solvency certificate
- vii) PAN (Permanent Account Number)
- viii) GST (Goods and Services Tax) Registration Certificate
- ix) EPF registration certificate, if applicable
- x) ESI registration certificate, if applicable.
- xi) Certification of Incorporation/ Registration of firm
- xii) Latest IT Return
- xiii) Presentation prepared by bidder.
- xiv) Bank Account details.
- xv) Any other document that bidder felt necessary in support of his candidature.

**Important Note:** Bidder who do not submit the presentation, they will be technically disqualified.

### **For Cover-2:**

- i) Schedule of Price Bid in the form of .xls to be filled only on the online portal of CPPP.

**Date: February 6, 2024,  
Indore, M.P., India**

**Sd/-  
Chief Officer Engineering**



### **SPECIAL CONDITION OF CONTRACT**

1. The tenderer shall acquaint himself with the proposed site of work.
2. The contractor shall take care of all safety precautions pertaining to work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
3. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
4. The contractor shall take all precautions to avoid accidents by providing suitable mechanism. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
5. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation, in campus installed, during usage and thereafter till he/she take back the same out of the campus.
6. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment is due to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favouring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.
7. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
8. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
9. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
10. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.

11. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
12. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge of the project before bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
13. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
14. Any materials brought to the site of work by the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor.
15. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.
16. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only).
17. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
18. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
19. The rate shall be inclusive of making design, pattern and execution of work, preparation of drawings, at all levels and heights.
20. The rates shall be inclusive of making any holes or otherwise for fixing any fixture/ frame work and making good the structure to its original shape and finish.
21. Other agencies doing works related with this project will also

- simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.
22. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.
  23. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
  24. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
  25. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
  26. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.
  27. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge.
  28. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
  29. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge .
  30. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS and Contract Tax or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
  31. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.
  32. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any

- reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.
33. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.
  34. The quantities indicated are for guidance only however it may vary to any extent and the contractor should not have any financial or other implications for such variations. The owner reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.
  35. Any item which is not available in the BOQ shall be paid as per actual cost of the materials in the market and actual cost of the labour plus 15% as overhead and profit. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.
  36. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to IIM for which no extra payment will be made.
  37. Layout of works shall be got checked by Engineer-in -charge & only then further work shall be taken by after approval.
  38. The Contractor will execute the aforesaid works subject to the provisions contained & to the extent applicable for IIM Indore CPWD's General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and other arrangements for workers, Specifications, Preambles and Schedule of Quantities and erection & furnishing schedule (all of which will collectively referred to as the 'tender conditions') and strictly in accordance with the Scope of work at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable.
  39. Agencies Black listed and Suspended from carrying out business by any Government offices, Autonomous bodies, Educational and/or research institutes, PSUs etc need not submit their quote. Suppression of information in this regard will be taken seriously.
  40. The contractor is solely responsible for compliance of all labour laws and other associated statutory obligations applicable for the work. IIM Indore will not be responsible for any of the compliances or lapses in respect of the aforesaid.
  41. Stamp Duty:

- a. Stamp (wherever mentioned in the tender/ not mentioned but required legally), stamp duty will generally be following the Indian Stamp Act, 1899 (as applicable to Madhya Pradesh).
  - b. For the work /services, the stamp duty shall be as per the Indian Stamp Act, 1899 (as applicable to Madhya Pradesh). Any revision, if made by the govt. will be applicable at the time of execution of the agreements.
  - c. The cost w.r.t. stamp duty will solely be with the bidder i.e. cost to be borne by successful bidder.
42. There are some entry restrictions/ rules which you have to follow while entering into campus/ during work
- i) All your representatives must carry the respective IDs.
  - ii) Any of your representatives should not contact any of the residents.
  - iii) The representative must carry drinking water and food, as no facility will be available here.
  - iv) Spitting/chewing pan/gutka in any place on the campus is strictly prohibited.
  - v) Your representative coming for entering the premises be advised to show patience as the measures will slow down the entry/exit procedure.
  - vi) People coming for the referred job must be confined to their site only, as they are not allowed to move other than the designated site in the campus.
43. Deviation in quantity for the tendered items shall be allowed till 50% beyond the tendered quantity and respective item's tendered rate shall be applicable.
44. If any not available in BOQ then extra item shall be worked out by market rate analysis. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.

## INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. .... for the work .....

Dear Sir,

It is here by declared that IIM Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Indore.

Yours faithfully

Chief Officer Engineering

## INTEGRITY PACT

To,  
Chief Officer Engineering,  
.....,  
.....

Sub: Submission of Tender for the work of .....

Dear Sir,

I/We acknowledge that IIM Indore is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Indore. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM Indore shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIM Indore.

### INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of ..... 2024.

#### BETWEEN

Director, IIM Indore represented through Chief Officer Engineering,  
.....,

.....  
..., (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### AND

.....  
.....

(Name and Address of the Individual/firm/Company)

through

.....  
(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for.....  
.....(Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### Article 1: Commitment of the Principal/Owner



(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Indore.

**Article 7- Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Dated :

## SAFETY CODES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1( $\frac{1}{4}$  horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the

consent of the contractor, be paid to compensate any claim by any such person.

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

(i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi). After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eyeshields.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.



(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

(a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).

(viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The

worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Form of Performance Security (Guarantee)**  
**Bank Guarantee Bond**

In consideration of the Director, IIM Indore (hereinafter called "The IIM Indore") having offered to accept the terms and conditions of the proposed agreement between.....and ..... (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (hereinafter referred to as "the Bank") hereby undertake to pay to the IIM Indore an amount not exceeding Rs. .... (Rupees..... Only) on demand by the IIM Indore.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Indore stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only)

3. We, the said bank further undertake to pay the IIM Indore any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the IIM Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ..... (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary

any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Indore against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Indore in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the IIM Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the .....day of .....for.....(indicate the name of the Bank).

## AGREEMENT

THIS AGREEMENT made at Indore on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between Indian Institute of Management Indore Rau- Pithampur Road, Indore (hereinafter called "The IIM INDORE" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND \_\_\_\_\_ (herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

### WHEREAS

The IIM INDORE is desirous of carrying out the work of

\_\_\_\_\_  
\_\_\_\_\_ at IIM Indore

The Works are to be executed as per the scope of work, technical specifications, drawings etc. as is mentioned in the tender document.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and other arrangements for workers, Specifications, Preambles and Schedule of Quantities and erection & furnishing schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

### NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexure hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.
4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on item rate basis to be carried out and to be paid for according to

the Schedule of Payments at the rates contained in the Schedule of Quantities.

5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM INDORE reserves to themselves the right of altering the drawings and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work immediately from the date of work order and shall complete the entire work within the specified period.
8. All payments by the IIM INDORE under this contract shall be made only at Indore.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and courts in Indore only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of authorized representative of IIM Indore.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE, and the duplicate with the Contractor.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM INDORE, by the hand of

Signature:  
Name:  
Designation:

IN THE PRESENCE OF

(1) Signature:  
Name:  
Address:



(2) Signature:  
Name:  
Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s. \_\_\_\_\_  
\_\_\_\_\_.

Signature:  
Name:  
Designation:

IN THE PRESENCE OF

(1) Signature:  
Name:  
Address:

(2) Signature:  
Name:  
Address:

## **FINANCIAL BID**

- 1. The Financial Bid is to be filled through e-procurement portal namely CPPP through <https://eprocure.gov.in/eprocure/app>**
- 2. Any other mode of bid submission will not be accepted.**

Sd/-  
Tender Inviting Authority